

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING A YARD ) ORDINANCE NO. 98-736  
DEBRIS RELOAD FACILITY LICENSE TO )  
BEST BUY IN TOWN, INC. TO OPERATE )  
A YARD DEBRIS RELOAD FACILITY ) Introduced by Mike Burton,  
 ) Executive Officer

WHEREAS, Section 5.01.230 of the Metro Code requires an owner or operator of a yard debris reload facility to be licensed by Metro; and

WHEREAS, Metro Code Section 5.01.060(a) requires applications for a license to be filed on forms provided by the Executive Officer, and specifies that licenses are subject to approval by the Council; and

WHEREAS, Best Buy In Town, Inc. has submitted a yard debris reload facility license application to operate its existing yard debris reload facility in Hillsboro, Oregon as specified in Metro Code Section 5.01.060(c)(2), and

WHEREAS, the Metro Code Chapter 5.01.230 to 5.01.380 sets forth provisions relating to the licensing of yard debris reload facilities; and

WHEREAS, based on information submitted by Best Buy In Town, Inc., specified in the Staff Report or otherwise submitted, the Executive Officer has found that the facility is in compliance with applicable provisions and standards of the Metro Code related to the licensing of yard debris reload facilities; and


WHEREAS, the purpose of the licensing agreement is to protect the health, safety and welfare of Metro area residents; and

WHEREAS, The Executive Officer recommends that the Council grant the attached license to Best Buy In Town, Inc.; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

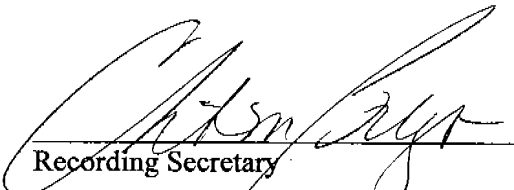
1. The Council authorizes the Executive Officer to enter into the attached licensing agreement for a yard debris reload facility.

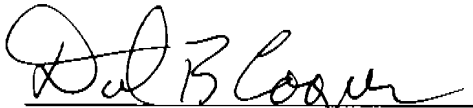
ADOPTED by the Metro Council this 23<sup>RD</sup> day of April 1998.

  
\_\_\_\_\_  
Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

  
\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**EXHIBIT A**

**YARD DEBRIS RELOAD FACILITY LICENSE**

issued by

**METRO**

600 N.E. Grand Avenue  
Portland, Oregon 97232-2736  
(503) 797-1700

LICENSE NUMBER: YD-09-98

DATE ISSUED: (see Section 2)

AMENDMENT DATE: N/A

EXPIRATION DATE: \_\_\_\_\_

ISSUED TO: BEST BUY IN TOWN, INC.

NAME OF FACILITY: BEST BUY IN TOWN, INC.

ADDRESS: 21600 AMBERWOOD DRIVE

CITY, STATE, ZIP: HILLSBORO, OR 97124

LEGAL DESCRIPTION: (see attached application)

NAME OF OPERATOR: BEST BUY IN TOWN, INC.

PERSON IN CHARGE: TIMOTHY PERRI, PRESIDENT

ADDRESS: 4975 SW 65TH

CITY, STATE, ZIP: PORTLAND, OR 97221

TELEPHONE NUMBER: (503) 645-6665

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# LICENSE AGREEMENT

This License is issued by Metro, a municipal corporation organized under the Constitution of the State of Oregon and the 1992 Metro Charter ("Metro"), to Best Buy In Town, Inc. ("Licensee").

In recognition of the promises made by Licensee as specified herein, Metro issues this License, subject to the following terms and conditions:

## 1. DEFINITIONS

The definitions in Metro Code Section 5.01.010 shall apply to this License, as well as the following definitions. Defined terms are capitalized when used.

**"Composting"** means the controlled biological decomposition of organic materials through microbial activity which occurs in the presence of free oxygen. Composting does not include the stockpiling of organic material.

**"Facility"** means the site where one or more activities that the Licensee is authorized to conduct occur.

**"Hazardous Waste"** has the meaning specified in ORS 466.005.

**"Prohibited Wastes"** has the meaning set forth in Section 5.2 of this License.

## 2. TERM OF LICENSE

This License is issued for a term of five years from the date signed by Metro and the Licensee, following approval by the Metro Council.

## 3. LOCATION OF FACILITY

The licensed Facility is located at 21600 NW Amberwood Drive, Hillsboro, Oregon.

## 4. OPERATOR AND OWNER OF FACILITY AND PROPERTY

4.1 The owner of the facility is Timothy Perri.

4.2 The owners of the property underlying the Facility are Anne Perri and Timothy Perri. Licensee warrants that owner has consented to Licensee's use of the property as described in this License.

4.3 The operator of the Facility is Best Buy In Town, Inc. Licensee may contract with another person or entity to operate the Facility only upon ninety (90) days prior written notice to Metro and the written approval of the Executive Officer.

## 5. AUTHORIZED AND PROHIBITED ACTIVITIES AND WASTES

5.1 Subject to the following conditions, Licensee is authorized to operate and maintain a yard debris reload facility.

5.1.1 Licensee shall accept only yard debris, landscape waste, clean wood wastes (e.g., untreated lumber, wood pallets). No other wastes shall be accepted at the Facility unless specifically authorized in writing by Metro.

### 5.2 Prohibited Wastes

5.2.1 Licensee is prohibited from receiving, processing or disposing of any solid waste not authorized in this License.

5.2.2 Licensee shall not accept Hazardous Waste. Any Hazardous Waste inadvertently received shall be handled, stored, and removed pursuant to state and federal regulations.

## 6. MONITORING AND REPORTING REQUIREMENTS

6.1 Licensee shall monitor facility operation and maintain accurate records of the following:

6.1.1 Amount of feedstock received at the facility.

6.1.2 Records of any special occurrences encountered during operation and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.

6.1.3 Records of any public nuisance complaints (e.g., noise, dust, vibrations, litter) received by the operator, including:

(a) The nature of the complaint;

(b) The date the complaint was received;

(c) The name, address, and telephone number of the person or persons making the complaint; and

(d) Any actions taken by the operator in response to the complaint.

6.1.4 For every odor complaint received, the licensee shall record the date, time, and nature of any action taken in response to an odor complaint, and record such information within one business day after receiving the complaint. Records of such information shall be made available to Metro and local governments upon request.

6.2 Records required under this section shall be reported to Metro no later than thirty (30) days following the end of each quarter. The report shall be signed and certified as accurate by an authorized representative of Licensee.

- 6.3 The licensee shall submit to Metro pertinent duplicate copies of regulatory information submitted to the DEQ and local jurisdictions pertaining to the facility, within 30 days at the same time of submittal to DEQ and/or a local jurisdiction.

## **7. DESIGN AND OPERATIONAL REQUIREMENTS**

- 7.1 Activities shall be conducted in accordance with the Metro approved facility design plan, operations plan and odor minimization plan submitted as part of the License Application. In addition:

7.1.1 To control odor and dust the Licensee shall:

- (a) Install dust control and odor systems whenever excessive dust and odor occur, or at the direction of Metro. Alternative dust and odor control measures may be established by the Licensee with Metro approval.
- (b) Take specific measures to control odors in order to avoid or prevent any violation of this License, which measures include (but are not limited to) adherence to the contents of the odor minimization plan.

7.1.2 With respect to vector control, the Licensee shall manage the Facility in a manner that is not conducive to infestation of rodents or insects. If rodent or insect activity becomes apparent, Licensee shall initiate and implement additional vector control measures.

7.2 The Licensee shall provide an operating staff which is qualified to perform the functions required by this License and to otherwise ensure compliance with the conditions of this License.

7.3 All facility activities shall be conducted consistent with applicable provisions in Metro Code Chapter 5.01: Additional Provisions Relating to the Licensing of Yard Debris Processing Facilities (Sections 5.01.230 -5.01.380). Licensee may modify such procedures. All proposed modifications to facility plans and procedures shall be submitted to the Metro Regional Environmental Management Department for review and approval. The Executive Officer shall have 10 business days from receipt of proposed modifications to object to such modifications. If the Executive Officer does not object, such modifications shall be considered approved following the 10-day period. Licensee may implement proposed modifications to Facility plans and procedures on a conditional basis pending Metro review and notice from Metro that such changes are not acceptable.

7.4 Licensee shall remove yard debris from the Facility as frequently as possible so as to not create nuisance conditions.

## **8. FACILITY CLOSURE**

8.1 In the event of closure of the facility, all yard debris, composting material, end-product, and other solid wastes must be removed from the facility within 180 days following the commencement of closure.

- 8.2 Licensee shall close the facility in a manner which eliminates the release of landscape waste, landscape waste leachate, and composting constituents to the groundwater or surface waters or to the atmosphere to the extent necessary to prevent threats to human health or the environment.
- 8.3 Within 30 days of completion of closure, Licensee shall file a report with Metro verifying that closure was completed in accordance with this section.

## 9. ANNUAL LICENSE FEE

Licensee shall pay an annual license fee of \$300, as established under Metro Code Section 5.01.320. The fee shall be delivered to Metro within thirty (30) days of the effective date of this License and on the same date for each year thereafter. Metro reserves the right to change its license fees at any time, by action of the Metro Council, to reflect license system oversight and enforcement costs.

## 10. INSURANCE

- 10.1 Licensee shall purchase and maintain the following types of insurance, covering Licensee, its employees, and agents:
- (a) Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
  - (b) Automobile bodily injury and property damage liability insurance.
- 10.2 Insurance coverage shall be a minimum of \$500,000 per occurrence, \$100,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
- 10.3 Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change or cancellation.
- 10.4 Licensee, its contractors, if any, and all employers working under this License are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Licensee shall provide Metro with certification of Workers' Compensation insurance including employer's liability.



## **11. INDEMNIFICATION**

Licensee shall indemnify and hold Metro, its agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with licensee's performance under the license, including patent infringement and any claims or disputes involving subcontractors. Licensee shall not assume liability for any negligent or intentionally wrongful act of Metro, its officers, agents or employees.

## **12. COMPLIANCE WITH LAW**

Licensee shall fully comply with all federal, state, regional and local laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this License, including all applicable Metro Code provisions whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the Facility by federal, state or local governments or agencies having jurisdiction over the Facility are part of this License by reference as if specifically set forth herein. Such conditions and permits include those attached as exhibits to this License, as well as any existing at the time of issuance of this License and not attached, and permits or conditions issued or modified during the term of this License.

## **13. METRO ACCESS TO FACILITY**

Authorized representatives of Metro shall be permitted access to the premises of the Facility at all reasonable times for the purpose of making inspections and carrying out other necessary functions related to this License. Access to inspect is authorized during all business hours.

## **14. DISPOSAL RATES AND FEES**

- 14.1. The rates charged at licensed facilities are exempt from Metro rate setting.
- 14.2 Licensee is exempted from collecting and remitting Metro fees on waste received at the Facility. Licensee is fully responsible for paying all costs associated with disposal of residual material generated at the facility, including all Metro fees and taxes. A licensee shall obtain a non-system license prior to disposal of residuals at any facility not designated by Metro.
- 14.3 Licensee shall adhere to the following conditions with regard to disposal rates charged at the facility:
  - (a) A licensee may modify rates to be charged on a continuing basis as market demands may dictate. Rate schedules should be provided to Metro on a regular basis, and shall be provided to Metro on request.
  - (b) Public rates charged at the facility shall be posted on a sign near where fees are collected. Rates and disposal classifications established by a licensee shall be reasonable and nondiscriminatory.

## **15. GENERAL CONDITIONS**

- 15.1 Licensee shall be responsible for ensuring that its contractors and agents operate in compliance with the terms and conditions of the license.
- 15.2 This License shall not vest any right or privilege in the licensee to receive specific quantities of yard debris during the term of the license.
- 15.3 The power and right to regulate, in the public interest, the exercise of the privileges granted by a license shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such legal requirements against licensee.
- 15.4 This License may not be transferred or assigned without the prior written approval of Metro, which will not be unreasonably withheld.
- 15.5 To be effective, a waiver of any term or condition of a license must be in writing, signed by the executive officer. Waiver of a term or condition of a license shall not waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition.
- 15.6 This License shall be construed, applied, and enforced in accordance with the laws of the State of Oregon and all pertinent provisions in the Metro Code.
- 15.7 If any provision of a license is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in the license shall not be affected.

## **16. REVOCATION**

Suspension, modification or revocation of this License shall be as specified herein and in the Metro Code.

## **17. MODIFICATION**

- 17.1 At any time during the life of this License, either the Executive Officer or the Licensee may propose amendments or modifications to this License. Except as specified in the Metro Code, no amendment or modification shall be effective unless it is in writing, approved by the Metro Council, and executed by the Licensee and the Executive Officer.
- 17.2 The Executive Officer shall review the License annually, consistent with Section 6 of this License, in order to determine whether the License should be changed and whether a recommendation to that effect needs to be made to the Metro Council. While not exclusive, the following criteria and factors may be used by the Executive Officer in making a determination whether to conduct more than one review in a given year:
  - a) Licensee's compliance history;
  - b) Changes in waste volume, waste composition, or operations at the Facility;

- c) Changes in local, state, or federal laws or regulations that should be specifically incorporated into this License;
- d) A significant release into the environment from the Facility;
- e) A significant change or changes to the approved site development plan and/or conceptual design; or
- f) Any change in ownership that Metro finds material or significant.
- g) Community requests for mitigation of impacts to adjacent property resulting from Facility operations.

**18. NOTICES**

18.1 All notices required to be given to the Licensee under this License shall be delivered to:

Timothy Perri, President  
 Best Buy In Town, Inc.  
 4975 SW 65th  
 Portland, OR 97221

18.2 All notices required to be given to Metro under this License shall be delivered to:

Bill Metzler, Licensing Program Administrator (Yard Debris Facilities)  
 Metro Regional Environmental Management Department  
 600 NE Grand Avenue  
 Portland, OR 97232-2736

18.3 Notices shall be in writing, effective when delivered, or if mailed, effective on the second day after mailed, postage prepaid, to the address for the party stated in this License, or to such other address as a party may specify by notice to the other.

BEST BUY IN TOWN, INC.

METRO

\_\_\_\_\_  
 Facility Owner or  
 Owner's Representative

\_\_\_\_\_  
 Mike Burton, Executive Officer  
 Metro

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

BM:

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## **EXECUTIVE SUMMARY**

### **ORDINANCE 98-736 GRANTING A YARD DEBRIS RELOAD FACILITY LICENSE TO BEST BUY IN TOWN, INC.**

#### **PROPOSED ACTION**

- Grants a yard debris reload facility license to Best Buy In Town, Inc. to operate its existing yard debris reload facility located in Hillsboro, Oregon.

#### **WHY NECESSARY**

- Metro Code Section 5.01.230 requires an owner or operator of a yard debris reload facility to be licensed by Metro.
- The terms of the license will be to protect public health, safety, and welfare. The facility will continue to assist the region in accomplishing the goals and objectives of the Regional Solid Waste Management Plan.

#### **DESCRIPTION**

- The facility accepts loads of yard debris from commercial and residential sources. The facility is open to the public.
- Yard debris is accepted at the facility for load consolidation and transport to a composting operation (Beaver Bark) located in Scappoose, Oregon. Yard debris is not composted on-site.
- The facility accepts approximately 45,000 cubic yards of yard debris per year for reload and transport for off-site processing.
- Best Buy In Town, Inc. meets all applicable Metro Code requirements for yard debris reload facilities and is eligible for a yard debris reload facility license.

#### **ISSUES/CONCERNS**

- Staff is not aware of any outstanding issues or concerns with this facility.

#### **BUDGET/FINANCIAL IMPACTS**

- There will be a slight increase in revenues from the annual license fee of \$300 per year paid by the licensee. Current staffing levels are expected to be adequate to handle any technical assistance or enforcement requirements that might arise from licensing this facility.

## STAFF REPORT

### IN CONSIDERATION OF ORDINANCE NO. 98-736 FOR THE PURPOSE OF GRANTING A YARD DEBRIS RELOAD FACILITY LICENSE TO BEST BUY IN TOWN, INC. TO OPERATE A YARD DEBRIS RELOAD FACILITY

Date: March 4, 1998

Presented by: Bruce Warner  
Bill Metzler

#### INTRODUCTION

The purpose of this report is to provide the information necessary for the Metro Council to act on the recommendation that Best Buy In Town, Inc. be awarded a license to operate a yard debris reload facility located in Hillsboro, Oregon. The license agreement is attached to Ordinance No. 98-736 as Exhibit A.

This report is divided into four main parts as follows: (a) a description of the facility and other relevant applicant information; (b) list of submittals; (c) staff analysis of the application and whether the facility meets the standards as specified in Metro Code in order to be awarded a license; and (d) staff's recommendations and any specific conditions to be contained in the license agreement.

The purpose of the licensing program is to ensure that yard debris reload facilities are designed and operated in a manner that minimizes nuisance impacts on surrounding communities and businesses.

#### Key Findings and Recommendations Include:

- Yard debris reload facilities are licensed by the Metro Council if they submit the required plans and show compliance with applicable provisions in Metro Code Chapter 5.01 Additional Provisions Relating to the Licensing of Yard Debris Processing Facilities and Yard Debris Reload Facilities (Sections 5.01.230 - 5.01.380).
- Staff has reviewed all required submittals and has determined that Best Buy In Town, Inc. meets the requirements of the Metro Code related to licensing yard debris reload facilities.
- The terms of the license will protect public health and safety, and maintain consistency with the Regional Solid Waste Management Plan. The Metro licensing program includes problem resolution through intergovernmental cooperation, technical assistance and enforcement measures.

#### I. FACILITY AND APPLICANT INFORMATION

##### Location:

- Facility address: 21600 NW Amberwood Drive, Hillsboro, Oregon 97124
- Zoning and Permitting:
- The site is zoned Industrial.
- A conditional use permit is not required by the City of Hillsboro.

General Facility Description:

- The site is used for a privately owned business that will serve the general public. Yard debris is accepted at the facility (yard debris depot/drop-off center) for load consolidation and transport to a composting operation (Beaver Bark) located in Scappoose Oregon. Yard debris is not composted on-site.
- The facility accepts approximately 45,000 cubic yards of yard debris per year for reload and transport for off-site processing.

Completeness and Sufficiency of Application

Applicants for yard debris reload facility licenses are required to complete the application form and provide additional information as requested. The license application form and other material required to process the license were submitted and has been determined to be complete and adequate.

**II. LIST OF SUBMITTALS / STAFF REPORT ATTACHMENTS**

**Attachment 1 - Site Context / Location Map/Air Photo**

**Attachment 2 - Application for a Yard Debris Reload Facility License, prepared by Timothy Perri, President.**

**III. ANALYSIS OF LICENSE APPLICATION**

A license will be granted if the Metro Council finds that the applicant complies with Metro Code Chapter 5.01 - *Solid Waste Facility Regulation* and the specific standards set forth in Additional Provisions Relating to the Licensing of Yard Debris Processing Facilities and Yard Debris Reload Facilities (Sections 5.01.230 - 5.01.380).

Staff have reviewed the license application and other supporting documentation, and have found that the facility meets all applicable Metro Code requirements and is eligible for a yard debris reload facility license.

In addition, staff offers the following summary regarding the application, which are contained in three main parts:

1. **FACILITY DESIGN** (corresponds to Metro Code Section 5.01.260 - General Yard Debris Facility Design Requirements & Design Plan).

The facility design requirements are intended to ensure that the facility is designed and constructed in a safe and suitable manner that can support the of operations and the quantity of material that the applicant is proposing to accept.

Staff has found that this facility is designed and constructed in a manner suitable for maintenance and reloading operations. The facility meets the requirements for effective barriers to unauthorized entry, all-weather access roads, and has sufficient storage capacity to handle incoming volumes of yard debris.

Comments:

- The applicant's completed license application and submittals constitute the Design Plan, and meet all applicable Metro Code requirements for Section 5.01.260 - General Yard Debris Facility Design Requirements & Design Plans.

2. **OPERATIONAL PLAN** (corresponds to Metro Code Section 5.01.270 - General Operating Requirements for Yard Debris Facilities and Section 5.01.280 - Yard Debris Processing Operations Plan).

The purpose of the operational plan requirements is to ensure that the facility is operated in a manner that minimizes nuisance impacts on surrounding communities and businesses, while protecting public health and safety.

Staff have found that this facility is operated in a manner that meets Metro Code operational requirements and that the operating plan submitted as part of the license application, sufficiently addresses management and monitoring procedures for yard debris reload facilities.

Comments:

- The applicant's completed license application and submittals constitutes the Operations Plan, and meets all applicable Metro Code requirements for Section 5.01.270 - General Operating Requirements for Yard Debris Facilities and Section 5.01.280 - General Yard Debris Facility Design Requirements & Design Plans.

3. **ODOR MINIMIZATION PLAN** (corresponds to Metro Code Section 5.01.290 - Yard Debris Facility Odor Minimization Plan).

The Metro Code Odor Minimization Plan requirement is designed to ensure that the facility is operated in a manner that minimizes and mitigates odor impacts on surrounding communities and businesses.

Staff has found that this facility is operated in a manner that meets the applicable Metro Code requirements and has submitted an odor minimization plan as part of the license application. The odor minimization plan sufficiently addresses all odor management and monitoring procedures.

Comments:

- The applicant's completed license application and submittals constitutes the Odor Minimization Plan, and meets all applicable Metro Code requirements for Section 5.01.290 - Yard Debris Facility Odor Minimization Plans.

#### **IV. CONCLUSIONS**

Staff has reviewed all required submittals and have determined that Best Buy In Town, Inc. meets the requirements of the Metro Code related to licensing yard debris reload facilities.

The license agreement ensures that the facility will operate in accordance with the purpose of Metro's licensing program to protect public health and safety and maintain consistency with the Regional Solid Waste Management Plan. The Metro licensing program includes problem resolution through intergovernmental cooperation, technical assistance, and enforcement measures.

#### **V. BUDGET IMPACTS**

There will be a slight increase in revenues from the annual license fee paid by the licensee of \$300 per year. Current staffing levels are expected to be adequate to handle any technical assistance or enforcement requirements that might arise from licensing this facility.

#### **VI. STAFF RECOMMENDATION**

Based upon the preceding analysis, it is the opinion of staff that Best Buy In Town, Inc. should be granted a yard debris reload facility license in accordance with the provisions of the license agreement attached to Ordinance No. 98-736 as Exhibit A.

#### **VII. EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends adoption of Ordinance No. 98-736.







BM:  
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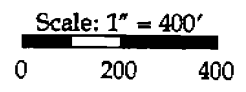




# Best Buy

1997 Aerial Photos

-  Metro Boundary
-  Urban Growth Boundary
-  Parks and Open Space
-  Taxlots
-  County Line
-  Subject Property (white boundaries)



**METRO**  
 800 NE Grand Ave.  
 Portland, OR 97232-2736  
 Voice 503 787-1742  
 FAX 503 787-1808  
 Email dro@metrodotor.us

*PA* Please consult with relevant office maps notes

MAIL THIS APPLICATION TO:

DATE RECEIVED BY METRO:

Metro  
Attn.: Bill Metzler  
Regional Environmental Management  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

**RECEIVED**

DEC 30 1997

**LICENSE APPLICATION FORM**  
**YARD DEBRIS RELOAD FACILITY**

METRO REGIONAL  
ENVIRONMENTAL MANAGEMENT

Note: This form is only for yard debris reload facilities. This form can not be used for composting or other processing operations. A separate form for processing facilities is available from Metro.

Date of Application: 12-29-97

**PART 1**

1. NAME OF FACILITY: Best Buy IN TOWN INC  
Facility Address: 21600 NW Amberwood DR,  
Hillsboro Or 97124

2. PROSPECTIVE LICENSEE

Public Agency:        Private: X  
Name of Licensee: Best Buy IN TOWN INC  
Mailing Address: 4975 SW 65  
Portland Or 97221

Phone Number: H- 2441705 cell 8605150 - office 6456665

3. OWNER(S) OF PROPERTY

Name: ANNE & Timothy Perri

Mailing Address: 4975 SW 65  
Portland OR 97221

Phone Number: 244 1705 - 8605150

4. SUBCONTRACTOR(S)

Name, address and function of any prospective licensee's facility operation subcontractors:

BEAVER BARK, Scappoose, Columbia County

5. SITE LEGAL DESCRIPTION

(Include tax lot(s) descriptions, Section, Township and Range):

IN 22 6 DC - 00600  
and IN 22 6 DC - 00700 } COMBINED

SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

6. ZONING

Present Land Use Zone: INDUSTRIAL

Restrictions: N/A

7. Is a conditional use permit necessary for the facility?

Yes \_\_\_\_\_ No X

If required, has the permit been obtained?

Yes \_\_\_\_\_ No \_\_\_\_\_

8. PUBLIC HEARING(S)

Date(s) and nature of Public Hearing(s) held or to be held, if any:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. PERMITS ISSUED OR APPLIED FOR

List name and number of all permits (i.e., DEQ Solid Waste Disposal Permit, Conditional Use Permit, National Pollution Discharge Elimination System Permit, Etc.), plus name, address, and contact person at the agency responsible for issuing the permit(s).

Permit(s) Applied for:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permit(s) Received:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. ESTIMATED QUANTITY OF YARD DEBRIS TO BE ACCEPTED

(varies 50-200 yd)

Annually: 45000 to 48000 cubic yards

Daily: 160 Average cubic yards

Annually: N/A tons (optional)

Daily: N/A tons (optional)

11. PUBLIC/COMMERCIAL OPERATIONS

Will the facility be open to the public?

Yes X No \_\_\_\_\_

Will the facility be open to commercial solid waste collectors?

Yes X No \_\_\_\_\_

12. OPERATING HOURS AND TRAFFIC VOLUME

OPERATING HOURS	PUBLIC	COMMERCIAL
Hours Per Day <i>MARCH 1st to Dec 1st M - Sat SUN</i>	730-500 10: - 2:00	730-500
Days Per Week <i>DEC - March closed Sundays</i>	6-7	6
Estimated Vehicles Per Day	40 ← combined	

13. Does the owner/operator of this facility own, operate, maintain, have a proprietary interest in, or is the owner financially associated with or subcontracting the operation of the facility to any individual, partnership or corporation involved in the business of collecting residential, commercial, industrial or demolition refuse within the boundary of Metro?

Yes \_\_\_\_\_ No X

14. Will the facility be open to solid waste collection companies who collect outside the boundary of Metro ?

Yes X No \_\_\_\_\_

15. Yard debris delivered to this facility is reloaded for transport to the following facility or facilities:

Beaver BARK / Scappoose / Columbia County

**PART 2**

**GENERAL FACILITY DESIGN PLAN**

1. Describe any barriers that the facility has (or will have) to prevent unauthorized entry and dumping (fencing, gates, locks).

Best Buy Delivery trucks are parked across the entrances  
after business hours to prevent unauthorized entry  
& dumping.

2. Are there all weather access roads to the site?

Yes X No \_\_\_\_\_

3. Does (or will) the facility have scales?

Yes X No \_\_\_\_\_

4. Does the facility have signs (at entrance, directing traffic flow, public information) ?

Yes X No \_\_\_\_\_

Please describe the location(s) and type of sign(s):

The signs at the entrances to our business  
& lot direct customers to our office "  
"STOP at OFFICE FIRST."

5. What is the estimated capacity (cubic yards) of the facility storage area(s) for incoming yard debris waiting to be reloaded and transported off site?

1500 yds maximum

6. Please describe how you handle, store and remove hazardous or other non-permitted or non-compostable wastes delivered to the facility.

We oversee the unloading of the vehicles.  
Each load is pushed up or loaded out by our  
lot attendant. Prior to being pushed up the garbage  
plastic, metal etc, is removed & thrown into our trash dumpster.

**PART 3**

**GENERAL OPERATING PLAN**

1. Describe your methods of measuring and keeping records of incoming yard debris.

We calculate the cubic feet of the vehicle & convert it  
to cubic yards. i.e. - 27 cubic Ft. = 1 cu. yd.  
A standard size 8' Long pickup box bed, water level full  
is charged at 2.5 to 2.75 yards of yard debris

2. How often are the facility grounds cleaned of litter?

Several times per day

3. Describe how you encourage delivery of yard debris in covered loads.

We ask our customers to bring us covered  
loads. We also encourage it with signs.

4. Describe how you control the types of materials you receive, and methods for removing, recovering and disposing of non-compostables.

Ⓐ We only accept yard debris (green waste) - <sup>& christmas trees</sup> We view the incoming  
loads in order to accurately scale the loads. Ⓑ As the debris is  
unloaded or dumped we push it up into a pile. Any visible garbage  
is removed by hand & thrown in our garbage dumpster PRIOR to  
the reloading process.

5. Where do you dispose of non-compostable wastes?

In our garbage dumpster.

6. What is the maximum length of time required to reload (for off-site transport) each day's receipt of:

a. Yard debris? 24 hours

b. Grass clippings? 24 hours (priority is given to grass)

7. Describe how you control the following:

a. Noise (from machinery and equipment):

All Equipment is muffled. The area is bermed on 2 sides  
with a 9'-10' tall concrete wall with a barkdust pile  
10'-15' in front of it. on the (East side) All sides are  
obscured and the front is obscured by the warehouse building  
and concrete walls & BINS.

(south & west)

b. Vectors (insects, birds, rodents):

The regular & constant pushing & reloading  
minimize any vector concern.

c. Dust:

Dust is controlled with sprinklers as  
needed during the dry season.

d. Litter:

Litter is regularly & constantly picked up &  
removed throughout EACH and EVERY day.



8. Describe the fire prevention, protection and control measures used at the facility.

A WATER outlet - for hose hookup is  
within 70 f.t. of the yard debris dropoff  
area & another outlet is within  
150 Ft. (IRR) sprinkler can reach the area also.

9. Does (or will) the facility have legible sign(s) at public entrances including:

Name of facility?	Yes <u>X</u>	No <u>    </u>
Name of the operator?	Yes <u>X</u>	No <u>    </u>
Hours of operation?	Yes <u>X</u>	No <u>    </u>
List of materials that will and will not be accepted?	Yes <u>X</u>	No <u>    </u>
Schedule of charges?	Yes <u>X</u>	No <u>    </u>
Phone number in case of emergency?	Yes <u>X</u>	No <u>    </u>

**PART 4**

**ODOR MINIMIZATION PLAN**

1. Generally describe how you handle loads of bad smelling yard debris and grass clippings?

When a load of bad smelling y.d. or grass is brought  
in, ① we reload it immediately if we are reloading  
semi-trucks at that time. or ② if not then we cover  
the stinky load with fresh yard debris quickly, temporarily  
until the next semi-truck arrives for reloading at  
which time the bad smelling material is quickly  
reloaded & hauled away. Example: About 9 months ago we  
refused to accept golf course grass from Garbarino Prop Boxes because of the offensive  
odor of Anaerobic grass & because Garbarino could not guarantee us fresh grass only.

2. Describe your procedures for receiving, recording and remedying odor complaints or odor problems at the facility.

1<sup>st</sup> We attempt to listen and record the complaint,  
with name, phone #, address, description of concerns  
wind, time, date. We try to direct any concerns 1<sup>st</sup> to  
direction

Tim Perri, President, <sup>if not immediately available</sup> then to Gregg Parcell, General Mgr. or Phil Walker, Manager. We take appropriate action as soon as we are aware of a concern.

3. Describe your methods for minimizing and controlling odors at the facility.

Our best efforts are expended toward reloading yardwaste outgoing from our facility as rapidly as possible, which is key to avoiding all nuisance concerns, i.e. Anaerobic decomposition odors and vectors.

4. Describe your procedures for avoiding delay in reload and off-site transport of yard debris during all weather conditions.

Our contractor who hauls off our yard debris has a fleet of six Live Floor/chip trucks & trailers. In the event that the contractor is unable to meet our requirements for hauling & (reload) we can utilize our own fleet of 12 trucks in order to avoid delays in reload & hauling.

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**LICENSE APPLICANT**

I hereby certify that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

Signature and title of person completing this application:

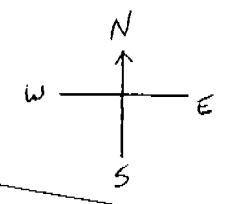
SIGNATURE Timothy Penn TITLE President

DATE 12-29-97 PHONE 244 1705 / 860 5150

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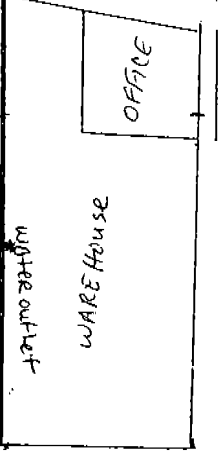
AMBERWOOD DR. WAS (CORNELL RD)

BESTBUYINTOWN INC.  
21600 NW AMBERWOOD  
Hillsboro Or 97124



CORNELIUS PASS RD

ENTRANCE ←→ SUPER HARD PACK GRAVEL ROAD



LANDSCAPING (POND)  
ENTRANCE (Customers) →

SCALE

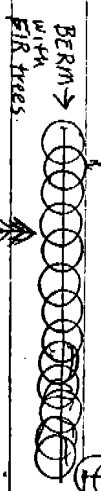
ENTRANCE ←→ gravel entrance

CONCRETE BINS 4.5-5.7 TALL

CONCRETE WALL 9.0-10' HIGH

paved concrete

paved concrete



TRUCK Loading RAMP  
yard debris unload + reload area

\*water outlet

DOUG FIR Evergreen Hedge on BERM 8'-9' = Total of 16'-18'  
Site & sound + dust prevention

SCALE: 1 cm = 20 ft (Approximate)

Note: 75-80% the entire facility is in paved concrete or asphalt. The balance will be soon.

VACATED - 216th AVE NW

## **REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT**

CONSIDERATION OF ORDINANCE NO. 98-736, FOR THE PURPOSE OF GRANTING A YARD DEBRIS PROCESSING FACILITY LICENSE TO BEST BUY IN TOWN, INC. TO OPERATE A YARD DEBRIS RELOAD FACILITY

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Date: April 21, 1998

Presented by: Councilor Washington

**Committee Recommendation:** At its April 21 meeting, the Committee considered Ordinance No. 98-736 and voted 2-0 to send the resolution to the Council with a do pass recommendation. Voting in favor: Councilor McFarland and Chair Morissette. Councilor Washington was absent.

**Background** At the request of the region's local governments, Metro has developed and is in the process of implementing a licensing program for yard debris facilities. The purpose of the program is to provide a uniform set of regional regulatory standards that must be met by a facility. These standards include facility design, operations and odor minimization.

**Committee Issues/Discussion:** Bill Metzler, Yard Debris Facility Licensing Administrator, presented the staff report. He noted that the proposed ordinance would authorize a license for an existing yard debris reload facility operated by Best Buy in Town near Hillsboro. The facility receives about 45,000 cubic yards of commercial and residential yard debris annually. The material is loaded into trucks and transported to a composting facility in Scappoose.

Councilor McFarland asked whether the proposed regulatory code rewrite would apply retroactively to this facility. Metzler responded that the basic yard debris licensing requirements in the existing code would not be altered by the code rewrite.